

**KERRVILLE FIRE DEPARTMENT**  
**FIRE AND EMS RELEASE AND WAIVER**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF KERR       §

KNOW ALL MEN BY THESE PRESENTS:

THAT, I, the undersigned \_\_\_\_\_ (“Participant”), for and in consideration of the privilege of riding in a Fire or EMS vehicle of the City of Kerrville and recognizing that such activity involves certain inherent dangers, hereby releases, and agrees to hold harmless, the city of Kerrville, the Kerrville Fire Department, and its officers, agents, servants and employees (herein collectively called the “City”) of and from any and all liability, claims, actions, demands, loss, cost, and all expenses of litigation and/or settlement (including attorney fees and court costs) arising out of, or any matter related to, any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, property damages, and all consequences hereof, including, but not limited to mental anguish, emotional distress, and death, which may arise or result from my activities and participation with the City.

SUCH INDEMNITY SHALL APPLY REGARDLESS OF CAUSE OR OF ANY FAULT OR NEGLIGENCE OF THE CITY. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH PARTICIPANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE PARTICIPANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY’S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF ANY INJURY, DEATH, OR DAMAGE.

This Release and Waiver is intended and understood by the Participant or the Participant’s parent or legal guardian to be effective and enforceable only in reference to these activities and participation with the City for the term of two (2) years from the date of execution.

The Participant further declares and represents that no promise, inducement, or agreement not herein contained or expressed has been made to me, and that this Release and Waiver contains the entire agreement between the parties, and that the terms of this Release and Waiver are contractual and not merely a recital.

The Participant has read this Release and Waiver and understands all its terms and contents. I executed it voluntarily, and I specifically affirm and warrant that I fully understand all matters set forth herein.

The Participant expressly agrees that this Release and Waiver is intended to be as broad and inclusive as is permitted by the laws of the State of Texas, and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

It is further agreed that the execution of this Release and Waiver shall not constitute a waiver by the City of the defense of governmental immunity where applicable, or to defenses predicated on the

Texas automobile Guest Statute; Civil Practice & Remedies Code, Chapter 72; or any other defense, claim, cause of action or assertion of any kind or nature, recognized by the courts of the State of Texas.

This Release and Waiver shall be binding upon me and my heirs, executor, administrators, personal representatives and assigns, and shall inure to the benefit of the City, agents, public officials and persons herein designated, and their heirs, executors, administrators, personal representatives, assigns and successors in office.

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature	Print Name	Date of Birth (under 18 requires parent/guardian signature)
Phone Number	Email	

I, \_\_\_\_\_, affirm that I am the parent or legal guardian of  
\_\_\_\_\_, Minor Participant.

I have read the Release and Waiver and understand all its terms and contents. I hereby consent to the participation of the Minor Participant, \_\_\_\_\_.

Parent/Guardian Signature	Print Name	Relationship to Minor
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THE STATE OF TEXAS           §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_  
(Participant or parent/guardian of Minor Participant), known to me to be the person whose name is  
subscribed to the foregoing instrument and acknowledges to me that he/she executed the same  
voluntarily and with full knowledge of its contents and its significance, and for the purpose and  
consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS